GRANT COUNTY

COMMISSIONERS AGENDA MEETING REQUEST FORM (Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Renew		DATE: 09/08	_{DATE:} 09/08/23	
REQUEST SUBMITTED BY: Linze Greenwalt		DATE: 09/08/23 PHONE: x5470		
	ING MEETING: Dell Anderso			
CONFIDENTIAL INFORMATION				
TYPE(S) OF DOCUMENTS Agreement / Contract Bids / RFPs / Quotes Award Computer Related Facilities Related Invoices / Purchase Orders Minutes Policies Recommendation Tax Levies SUGGESTED WORDING F Memorandum of Understa Community of Health continued efforts opting	SUBMITTED: AP Vouchers Bid Opening Scheduled County Code Financial Grants – Fed/State/County Ordinances Proclamations Professional Serv/Consultant Thank You's	□ Appointment / Reappointment □ Boards / Committees □ Emergency Purchase □ Funds □ Leases □ Out of State Travel □ Request for Purchase □ Support Letter □ Tax Title Property (Who, What, When, Why, Taty dba and North Central Authority dba supported State State Supported State Sta	ting Renew's	
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□DENIED				
□TABLED/DEFERRED/NO ACTI	ON TAKEN:			
□CONTINUED TO DATE:				
□OTHER				

Memorandum of Understanding between **Grant County DBA Renew**

North Central Accountable Community of Health DBA Thriving Together NCW

T. **Purpose**

This MOU is an agreement between North Central Accountable Community of Health DBA Thriving Together NCW (from this point on referred to as "the agency") and Grant County DBA Renew (from this point on referred to as "the partner organization".)

The mission of Thriving Together NCW is to advance whole-person health and health equity in North Central Washington by unifying stakeholders, supporting collaboration, and driving systemic change, with particular attention to the social determinants of health.

Thriving Together NCW is committed to supporting the work of the partner organization to advance our mutual goals. This MOU outlines expectations of this agreement, including roles and responsibilities of each party, in order to ensure a successful partnership and positive impacts.

II. Term of the Memorandum

This Memorandum shall be effective on July 5, 2023, and shall continue through September 30, 2023. This term may be extended by mutual written agreement of the parties.

III. Responsibilities of the Partner Organization

For this Memorandum of Understanding, the partner organization is considered the lead organization working with consultants to optimize telehealth services in their organization. The partner organization is responsible for submission and completion of all the deliverables below.

Deliverables

- A. Engage with Ingenium consultants to optimize telehealth.
- B. Engaging in informal check-ins with the agency staff (in-person or virtual zoom). These check-ins will serve as status updates allowing for dialogue about successes, challenges, and needed support.
 - a. The agency staff will reach out to schedule these meetings, which are likely to occur on a monthly basis.
 - b. These meetings may include other organizations funded by the agency that are connected to the work.

C. Submitting an attestation of expansion work completed with Ingenium. In the collaborative spirit of being a regional partner of the agency, participating and engaging in the following is highly encouraged:

- Your local Coalition for Health Improvement meetings.
- Agency partner spotlights (e.g. blog posts, newsletter feature, social media, etc) designed to highlight efforts across our region.
- Agency conversations and planning activities to shape a broadly shared long-term vision for the region.
- Activities organized and led by the agency to continuously learn and improve collective efforts in the region.

IV. Responsibilities of the Agency

- A. Provide funding to the organization up to a maximum of \$5000. Payments will be issued in quarterly installments, starting with an up-front payment.
 - a. The first \$2,500 is payable within 30 days of receipt of the signed MOU and registration within the agency's payment system.
 - b. An additional payment of \$2,500 will be issued within 30 days after receipt of the signed attestation.
- B. Offer support, as requested by partner organization, to promote project's success and sustainability.
 - a. This could include technical assistance with tracking of project data and outcomes, increasing awareness and marketing of the project, or sponsoring discrete rapid-cycle evaluations.

V. Confidential Information and Restrictions on Use

A Party receiving Confidential Information from the other Party (the "Receiving Party") shall not: (a) use the Confidential Information of the Party making the disclosure (the "Disclosing Party"), except as necessary to perform its obligations or exercise its rights under this MOU; or (b) disclose or otherwise allow access to the Confidential Information of the Disclosing Party to a third party, except as permitted in this Section. The Receiving Party shall protect the Confidential Information of the Disclosing Party with at least the same level of care as it protects its own Confidential Information of similar nature, but not less than a reasonable level of care. Each party is required to identify what information is deemed confidential and notify the other party.

VI. Records Retention

Each party shall retain all records ("Records") relating to its activities related to the project for a period of not less than six years, or as otherwise required by applicable law and regulations. The Records shall be sufficient to support confirmation that all information and data submitted to the agency is accurate and complete.

VII. Representations and Warranties

Each party represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The partner organization must immediately notify the agency if, during the term of this MOU, partner organization becomes debarred.

Each party represents and warrants that it has all requisite corporate power and authority to execute and deliver this agreement and to consummate the transactions contemplated herein, and to perform its obligations in accordance with the terms of this MOU.

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the parties to this Memorandum, the parties agree to notify one another of the change. The parties shall provide notice as soon as practicable but no later than 30 days after such a change takes effect.

VIII. Miscellaneous

Independent Contractor. The agency and the partner organization understand and agree that they intend to act and perform their respective obligations under this MOU as independent contractors and that neither is an employee, partner, or joint venture of the other.

Required Insurance. Each Party shall, at its own cost and expense, have in effect insurance coverage of such amounts and types usually maintained by entities such as the Parties, including but not limited to comprehensive general liability insurance, workers compensation, and errors and omissions coverage.

IX. Costs

Unless otherwise specified within this Memorandum, any and all expenses incurred by the participants of this collaborative project are the responsibility of the participant.

X. Dispute Resolution

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this MOU. The parties will attempt to resolve their dispute first through an informal dispute resolution process. One party will send a notice to the other party containing a detailed description of the issue under dispute, the good faith basis for the dispute, and a proposed resolution. Within fifteen days of receiving the notice, the disputing parties will meet at a mutually agreeable location or will hold a conference call to attempt to resolve the dispute. Both parties will continue without delay to carry out their respective responsibilities under this MOU while attempting to resolve any dispute.

XI. Amendment of the Memorandum

This Memorandum may be amended at any time by mutual written agreement of the parties.

XII. Termination of the Memorandum

Either party may terminate this Memorandum upon 14 days' prior written notification to the other party.

XIII. Entire Agreement

This Memorandum represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

XIV. Conformance

If any provision of this Memorandum violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

AII.	Approvai
THE PA	ARTIES HAVE caused this agreement to be executed on the day and year set forth. Signed

Hereupon:		
Dated the day of, 2023	BOARD OF COUNTY COMMISSIONERS	
	Rob Jones, Chair	
	Cindy Carter, Vice Chair	
Approved as to form:	Danny E. Stone, Member	
Rebekah Kaylor		
Prosecuting Attorney	RENEW	
	Dell Anderson, Executive Director Dated the	
	Thriving Together NCW	
	John Schapman, Executive Director Dated the 31 day of August, 2023	
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